

## **EXHIBIT 5**



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Make every decision count.<sup>SM</sup>

Mr. Andrew D. Hopp  
Deputy General Counsel  
Chubb Ltd.  
436 Walnut Street  
Philadelphia, PA 19106

Via Email and FEDEX

[andrew.hopp@chubb.com](mailto:andrew.hopp@chubb.com)

March 30, 2016

**RE: Software License and Maintenance Agreement (Blaze Advisor) dated June 30, 2006, as Amended, by and between Fair Isaac Corporation ("FICO") and Chubb & Son, a division of Federal Insurance Company ("Chubb & Son") (FI LR#30073) (the "Agreement")**

Dear Mr. Hopp,

As you are aware, FICO notified Chubb Limited by letter dated January 27, 2016, addressed to Mr. Joseph F. Wayland, General Counsel, that the merger of Chubb Corporation and ACE Limited, resulting in Chubb Limited ("New Chubb") and subsequent attempt to assign the agreement to New Chubb is a breach of Section 10.8 of the above-referenced Agreement, and the attempted transfer and assignment is void and of no force or effect. Further, FICO had notified its Chubb client contact prior to the merger that consent was required.

Additionally, I notified you via email on March 11, 2016 that FICO had become aware of a further material breach due to the use of the Software outside the United States in two applications utilized in the United Kingdom. Moreover, during the period of time in which FICO and New Chubb attempted to resolve the breach of Section 10.8, we became aware of a further application in Canada, and the disclosure of confidential information to an unauthorized third party consultant; this information was conveyed to the New Chubb business counterpart Tamra Pawloski, VP of Software Compliance and Optimization.

Attempts to amicably resolve this dispute over the last several months have been unsuccessful. Accordingly, this letter serves as notice that the Agreement is terminated effective on March 31, 2016 at 5 p.m. Eastern Standard Time. Please take further notice of the provisions of Section 9.3 of the Agreement. As noted in my January 27, 2016 letter, FICO considers New Chubb's current use, and any future use, of the software as a breach of the Agreement and willful infringement of all applicable intellectual property rights, including but not limited to FICO's underlying copyrights and patents.

Sincerely,

FAIR ISAAC CORPORATION

Thomas F. Carretta  
Associate General Counsel

U.S. DIST COURT – MN  
PLAINTIFF EXHIBIT  
**P-0103**

Case No. 16-cv-1054-DTS

